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A G R E E M E N T

Between

BOARD OF EDUCATION OF THE CITY OF BAYONNE

and

BAYONNE TEACHERS' ASSOCIATION
NEW JERSEY EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

Effective: September 1, 2002 through August 31, 2006

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AGREEMENT

THIS AGREEMENT, made this day of December, 2003, by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Board" and the BAYONNE TEACHERS' ASSOCIATION, NEW JERSEY EDUCATION ASSOCIATION, NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE 1

The Board recognizes the Bayonne Teachers' Association, New Jersey Education Association, National Education Association, as the sole and exclusive bargaining agent, pursuant to the New Jersey Employer-Employee Relations Act, concerning negotiations for terms and conditions of employment, including, but not limited to, salaries for all teachers, guidance counselors, psychologists, librarians, nurses, social workers, part time teachers under contract and coordinators at teachers salary not evaluating teachers.

But Excluding: Superintendent, Assistant Superintendents, Principals, Vice Principals, Directors, Assistants to Community Education Director, Department Heads, Supervisor of Nurses, Administrator of Testing, Twelve Month Job Placement Coordinator, and all Board of Education personnel not certificated by the State Education Department and all personnel hired on a per diem basis or employees paid on an hourly basis.

ARTICLE 2

NON-DISCRIMINATION CLAUSE

2:1 The parties agree to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, sex, marital status, age, or membership,

participation in, or lack of participation in, association with, or lack of association with, the activities of any employee organization.

2:2 The Board agrees that teacher application forms and oral interview procedure shall omit therefrom any reference to the teacher-applicant's membership in an teacher-employee organization.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 Definition:

3:1.1 A grievance shall mean a complaint by an employee that:

- (a) There is an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement, or of the policy as established in the Rules and Regulations of the School Board, except the education policy decisions which are subject to advisory arbitration; or
- (b) An employee's health or safety is jeopardized by conditions which reasonably should be corrected by the employer. As used in this article, the term "employee" shall mean (1) an individual employee; (2) a group of employees having the same grievance; or (3) the Bayonne Teachers' Association.
- (c) Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may, from time to time, arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:2 Procedures:

3:2.1 An employee shall first discuss the problem with the school official serving as his immediate superior. If the matter is not satisfactorily adjusted within two (2) school days, the employee shall submit it in writing within five (5) school days to such immediate superior, above, for a satisfactory adjustment.

3:2.2 Such immediate superior may request a meeting with the employee and an Association representative prior to making his decision, but, in any event, such superior must render his decision in writing, with copies to the employee and the Association, within five (5) school days of the submission to him by the employee.

3:2.3 Failing satisfactory settlement within such time, the aggrieved employee, if his immediate superior is not his school principal, may, within five (5) school days, appeal to his school principal, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, and the grounds upon which the appeal is based.

3:2.4 Such school principal, or his designated representative, shall meet with the employee and an Association representative within five (5) school days after receipt by him of such appeal, and shall give his decision in writing to the employee and the Association within five (5) school days of such meeting.

3:2.5 An employee assigned to any school, failing satisfactory settlement after submission of his grievance to his school principal, or if such employee does not have a specific school principal, failing satisfactory settlement after submission of his grievance to his immediate superior within the time prescribed hereby, the aggrieved employee may, within five (5) school days, appeal to the Superintendent, or his designated representative, and such

writing shall set forth specifically the act or condition on which the grievance was based in the first step above, upon any appeal taken, and the grounds upon which the appeal allowed by this subparagraph is based.

3:2.6 The Superintendent and/or his representative shall meet with the employee and an Association representative within twenty (20) calendar days (which may include ten (10) school days) of the receipt by him of such appeal, and shall give his decision, in writing to the employee and the Association within ten (10) school days of such meeting.

3:2.7 If the employee is dissatisfied with the decision of the Superintendent and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than ten (10) school days after the decision, in writing, by the Superintendent. An employee, in order to process his grievance beyond level four, must have his request for such action accompanied by the written recommendation for such action by the Association.

3:3 Procedure for Securing the Services of an Arbitrator: The following procedure will be used to secure the services of an arbitrator:

3:3.1 A request will be made to the P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

3:3.2 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties of any policy of the Board. He shall have the power to make appropriate compensatory awards. The findings of the arbitrator shall be binding upon the parties. Only

the Board, the aggrieved, and his representatives shall be given copies of the Arbitrator's report and recommendations. This shall be accomplished within thirty (30) school days of the completion of the arbitrator's hearings. The time limits specified at any step may be extended or reduced in any particular instance by agreement between the Superintendent or his designated representative and the Association. Five (5) school days will lapse before a roster is requested from P.E.R.C.

3:4 Costs:

3:4.1 Each party shall bear the total cost incurred by themselves.

3:4.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3:5 Content of Forms:

When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions, (d) his dissatisfaction with decisions previously rendered, and (e) the relief sought by the grievant.

3:6 Resolution of Difference by Peaceful Means: The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association in consideration of the value of this Agreement, its terms and conditions, will not engage, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

3:7 General Provisions and Time Limits:

3:7.1 Any grievance, as defined in 3:1.1 above, not presented for disposition through the grievance procedure described under 3:2 above, within thirty (30) school days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Association. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent and the Association.

3:7.2 It is expected that meetings held under this procedure will be conducted outside of school hours and at a place which will afford a fair and reasonable opportunity for all persons proper to be present. "Persons proper to be present" for the purposes of this section is defined as an aggrieved teacher or teachers, the appropriate Association representatives, and qualified witnesses. In the event meetings are held during school time, by mutual consent, none of the persons proper to be present shall suffer any loss of pay.

3:7.3 The Association shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.

3:7.4 In the event the grievance arises out of the alleged action of an individual other than the school principal, the grievance shall be initiated with that official.

3:7.5 Grievances alleging violations of Article 2:1 (discrimination) may be filed directly with the district Affirmative Action Officer prior to appeal to the Superintendent under Section 3:2.5.

ARTICLE 4

ASSOCIATION RIGHTS

4:1 Use of School Facilities:

4:1.1 Exclusive use of a standardized bulletin board by the Association for the posting of only official Association notices and announcements in each faculty lounge and main office. Such notices shall be posted by a designated Association Official. The Superintendent shall be simultaneously provided with a copy of all BTA postings.

4:1.2 The Association shall continue to enjoy the right to place material in teachers' and professional employees' mailboxes. In addition, the Association shall have the right to use the inter-school mail for official Association notices and business. Only officials of the Association designated by the President of the Association shall make use of such school mail providing a delivery is to be made to the same destination. The Association mail will be delivered only to the Main Office of the School designated. The service is to be used only when necessary. A copy of material for informational purposes only, will be given to the Administrator in charge of the particular office, prior to placing the materials in the mailboxes.

4:1.3 Aside from having the right to call meetings before and after school, in each school, the Association may schedule such meetings during appropriate lunch hours, should occasions arise, provided said meetings do not interfere with the proper operation of the school system.

4:1.4 A designated Association representative shall have the right to use duplicating equipment when such equipment is not otherwise in use. The Association will supply its own material.

4:1.5 Announcement of Association meetings may be made on the P.A. System prior to and at the end of each teaching day.

4:1.6 The Association accepts responsibility for all official correspondence, notices and announcements as set forth in 1 and 2.

4:2 Release Time for Association Official:

4:2.1 A Bayonne High School Association President would be released at the conclusion of period 3 each day, with the three teaching periods being one through three. An Elementary School Association President would be released at the completion of the morning session. However, in the event the Presidency changes during the school year, the above schedule accommodation shall only be made if it does not interfere with the continuity of education. The accommodation will then be made the succeeding September. Each half-day off shall be used as released time for the purpose of serving:

- (a) As a liaison between the teachers and Administration;
- (b) To implement this Agreement through processing of building level grievances; investigating alleged violations; teacher complaints relating to physical facilities; or other matters pertaining to the smooth implementation of this Agreement.

A BTA Vice President assigned to the High School shall not be assigned a registration assignment nor a duty period. If the BTA Vice President is assigned to an elementary school the parties will attempt to work out a schedule adjustment.

4:2.2 This official shall have free access to all buildings subject to the following limitations:

- (a) The Principal shall be notified of each visit upon arrival.

- (b) Such visit shall not disrupt the educational process in any way.
- (c) The person on released time must get official acknowledgement that he or she signed out of the last building visited at the end of the school day.

4:2.3 Dependent upon operational needs of the School District, two (2) members of the bargaining unit may be granted a leave of absence without pay up to two (2) years to work for the B.T.A., N.J.E.A., N.E.A. Said leave of absence may be renewed for an additional period of time at the option of the Board.

4:3 School Meetings:

4:3.1 The B.T.A. representative(s) shall be allotted time at a Faculty meeting for discussion of Association business at the end of the agenda.

4:4 General Provisions:

4:4.1 The Board agrees to make available to the Association upon reasonable request, any information currently in its possession which is a matter of public record.

4:4.2 There shall be monthly meetings between the Principal of a school and the Building Committee consisting of two Association representatives elected by the Faculty in each building. These meetings shall be held at a time mutually agreeable to both parties for the purpose of discussing school operations, curriculum improvement, as well as questions relating to implementation of this Agreement. Such meeting to be held if requested by the Principal or Association representative and will not interfere with the operation of the school.

4:5 Effective Schools Committee - The Association agrees to establish a Committee, not to exceed three (3) members, to meet with the Superintendent of Schools or his designees, once a month or as frequently as arranged by mutual agreement, to discuss any problems

which might hamper the effectiveness of a teacher or teachers; to make recommendations on matters of curriculum, selection of textbooks, educational policy and development.

4:5.1 An agenda for each meeting shall be prepared by the Committee and submitted to the Superintendent's Office at least five (5) days in advance of the meeting. Records shall be kept of all recommendations by a secretary to be elected by the group.

4:5.2 All such meetings will be held after school hours or at the discretion of the Principal at a mutually agreed upon time.

4:5.3 The written recommendation of the More Effective Schools Committee will be forwarded to the appropriate School Board Committee by the Superintendent of Schools.

4:6 Dues Deduction:

4:6.1(a) The Board agrees to deduct from the salaries of its teachers dues for the Bayonne Teachers Association, the Hudson County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Bayonne Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

(b) Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the

rate of its membership dues shall give the Board written notice prior to the effective date of such change.

(c) Representation Fee

A. Purpose of Fee

If an employee does not become a member of Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set

at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the

Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, payroll school and dates of employment for all such employees.

D. The Association agrees that it will indemnify and save harmless the Board against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Board at the request of the Association under this Article.

4:6.2 The Bayonne Teachers' Association agrees to save harmless the Bayonne Board of Education from any liability subsequent to the Board delivering to the Association's designated representative a check for dues, provided, however, that the Bayonne Board of Education has complied with the statutory requirements of the Dues Deduction Law and has included in said check all funds due the Association.

4:7 Association Information:

4:7.1 The Association shall receive two copies of the official agenda of Board meetings as soon as the official agenda is typed and finalized prior to the Board meetings. The Association shall also receive one copy of the minutes of each meeting of the Board.

ARTICLE 5

WORKING CONDITIONS

5:1 Fair Employment Practice:

5:1.1 Any tenure teacher's suspension for cause by the Board will be controlled by N.J.S.A. 18A:6-10, et seq.

Any tenure teacher who is automatically dismissed by virtue of this procedure is not entitled to prosecute a grievance pursuant to the grievance procedure as outlined in this Agreement.

5:1.2 Any non-tenure teacher whose contract is terminated by the Board on the basis of the sixty (60) day provision in said contract will be given a written reason; however, said teacher shall not prosecute a grievance pursuant to the grievance procedure as outlined in this Agreement.

Any non-tenure teacher whose contract is terminated for any reason other than the sixty (60) day breaking clause in said contract shall have his or her rights controlled by Chapter 451 Laws of 1968; however, said teacher shall not prosecute a grievance pursuant to the grievance procedure as outlined in this Agreement.

5:1.3 Nothing in this section shall, in any way, preclude the teacher's right to the grievance procedure regarding any violation or incident otherwise grievable.

5:2 Transfer Policy:

5:2.1 Transfers within the system shall be subject to the following rules:

- (a) All teachers shall have the right to request a transfer.

Such request may indicate preference of grade, subject, and/or department assignment.

- (b) Transfer requests should be made in writing to

the building Principal who will forward same to the Superintendent with his recommendations, without delay. Some reason for the transfer should be specified in the written request.

- (c) The teacher requesting a transfer may arrange a meeting with the Superintendent or Assistant Superintendent to consider or review the request.
- (d) Notice of an involuntary transfer between schools shall be given to teachers as soon as practicable. If the teacher requests, the teacher shall receive a statement of reasons for the transfer. The teacher may also request a conference with the Superintendent to discuss this transfer further.

5:2.2 All vacancies shall be posted in all buildings for a minimum of twenty (20) school days prior to permanently filling said vacancies.

5:2.3 No transfers shall be made in an arbitrary or capricious manner.

5:3 Calendar:

5:3.1 Commencement date of school to be amended to conform with proper date for each of the next three (3) years, i.e., all teachers to report the Tuesday after Labor Day for Orientation each year; school commences each year the Wednesday after Labor Day. During the 1999-2000 school year, teachers shall be required to report for no more than one hundred eighty (180) teaching school days, plus one additional Professional Day. Effective September 1, 2000, there shall be one additional in-service day for continuing education. Effective September 1, 2001 there shall be a second additional in-service day for continuing education. In-service days shall commence at 8:30 a.m. and shall conclude at 3:30 p.m. with one hour for

lunch. These additional in-service days shall be used for no other purpose than to meet the mandated state continuing education requirements.

- (a) In September or October when "Back to School Night" is to be held according to school calendar, all teachers shall return at 7:00 p.m. and remain until 9:00 p.m. or until all parents arriving prior to 9:00 p.m. and who are present in the classroom(s) will be seen. Teachers will be dismissed after four (4) hours the last working day before Christmas vacation.
- (b) During National Education Week when "Open House" or "Parents' Night" is to be held according to the school calendar, all teachers shall return at 7:00 p.m. and remain until 9:00 p.m. or until all parents arriving prior to 9:00 p.m. and who are present in the classroom(s) will be seen. Teachers will be dismissed after four (4) hours immediately prior to Thanksgiving Day as compensation for their return on "Open House" or "Parents' Night".
- (c) Teacher Institute Day to be scheduled, without students, at the discretion of the Superintendent in consultation with the B.T.A.

5:3.2 The Association pledges full cooperation and attendance to all in-service programs during and after school hours.

5:4 School Day:

5:4.1 Time:

- (a) The morning sessions of the elementary schools shall begin at 8:50 a.m. ending at 11:40 a.m. The afternoon session shall begin at 12:20 p.m. ending at 3:05 p.m.
- (b) All units of the High School shall begin sessions at either 7:55 a.m. or 8:39 a.m. and end at either 2 p.m. or 2:40 p.m.
- (c) Special Education teachers shall work the same schedule as all other elementary teachers where, as a part of their responsibilities, they are required to supervise their pupils during lunch period. In such cases, they shall be granted time off at the end of the school day equal to the amount of time spent in such lunch supervision.
- (d) On elementary school graduation days there will be an abbreviated schedule.
- (e) During the first and last weeks of school, all students will be dismissed after a four (4) hour school day at the Superintendent's discretion.
- (f) All eighth grade homeroom teachers, all music teachers, and all senior registration teachers shall be required to attend graduation ceremonies at their designated schools.
- (g) All elementary teachers shall receive a daily duty-free lunch of forty (40) minutes, and all secondary teachers shall receive a daily duty-free lunch of forty (40) minutes except in cases of emergency. However, if the Board is legally required to change the length of the regular class period, the regular lunch period shall then be adjusted by the same amount of time.

- (h) Teachers whose schedules require movement between elementary buildings shall be assured a prep period assigned the period before or after lunch on the days travel between schools is required or five (\$5.00) dollars per travel day pay in the last pay check issued in June in those instances where a prep period is not assigned either before or after lunch.

5:4.2 In the event of an educational or physical emergency, the Board may adjust the teacher hours. The hours to be worked during the school day as above set forth shall not be increased without mutual agreement of the Association and the Board. Said hours shall be served in a continuous manner.

5:4.3 All teachers shall be in attendance at their school fifteen (15) minutes before the opening of each school day, and shall remain at least ten (10) minutes after regular dismissal of pupils at the close of the school day.

5:5 Class Assignments:

5:5.1 Teachers in either departmental or high school shall be required to teach not more than two subjects, nor to take more than two teaching preparations within said subject at any one time. The Association recognizes there may be instances where this is not possible.

5:5.2 Whenever possible, secondary teachers should not be required to teach more than five (5) periods per day, with one additional period for duty, one for lunch, and one for professional preparation.

However, under no circumstances shall more than ten percent (10%) of all high school teachers be required to teach six (6) periods per day, with one lunch and one period for professional preparation.

All vocational teachers will be scheduled for six (6) teaching periods per day, with one additional period for preparation, and one period for lunch.

The above schedule shall be effected as periods 0 through 7 or 1 through 8.

5:5.3 Teachers who do not have one permanently assigned room shall not be required to teach in more than two rooms and these must be close to each other. The Association recognizes there may be instances where this is not possible.

5:5.4 All unit members shall receive their tentative schedules for subject assignment within the first fifteen (15) days of June.

5:5.5 Wherever possible no teacher in the High School should be required to take cafeteria duty for consecutive years or any two out of three consecutive years; except where requested by a teacher.

School Books duty shall be one (1) period per day.

Equitable standards shall be applied within each school for duty assignments.

The Board retains the right to make duty assignments during the school day.

5:5.6 In the Bayonne School District, sufficient substitutes shall be hired and assigned when needed and available so that no teacher, where possible, will be required to accept students other than his own, or will be required to substitute for another teacher except in emergencies.

In the event of a teacher's absence, the Board shall make every effort to secure a substitute.

5:5.7 At the request of the B.T.A., complete schedules of all personnel in a school shall be posted on the teachers' bulletin board of that school no later than September 30th.

5:5.8 No elementary teacher shall be required to be present in his or her class when a specialist is conducting his or her class in art, music, physical education or library.

5:5.9 (a) Preparation Periods - For the purpose of providing staff with the time for preparation for instructional classes, all elementary teachers shall be scheduled for a minimum of one preparation period per day. Any teacher who loses a prep period because of the lack of a substitute shall receive one-fifth (1/5th) of a sick day.

(b) When high school preparation periods are abbreviated because of an assembly program held during registration period, or whenever preparation periods are abbreviated due to an extension of registration period, all high school teachers shall be released prior to normal sign-out for the same number of minutes as the decrease in preparation time to a maximum of ten (10) minutes.

(c) All secondary teachers shall be guaranteed a minimum of five (5) preparation periods per week.

5:5.10 Extra and Co-Curricular Assignments: - All non-teaching assignments are voluntary positions. All student related activities in which teachers participated without compensation shall continue without compensation.

5:5.11 The Administration has the right to schedule any secondary teacher's classes from 7:55 a.m. to 2 p.m. or from 8:39 a.m. to 2:40 p.m.

5:6 Class Size:

5:6.1 The Board and the Association express their mutual concern for establishing a pupil-teacher ratio in the Bayonne Public Schools consistent with sound educational principles.

5:6.2 The Bayonne Board of Education will comply with the provisions of state law and rules and regulations of the State Department of Education or Commissioner of Education requirements established for class sizes.

5:6.3 Special Education - The Bayonne Board of Education will adhere to all criteria for the approval of Special Education Programs as stated in state law and regulations.

5:7 Procedure for the Selection of Leadership Personnel:

5:7.1 All vacancies in promotional positions shall be adequately publicized by the Superintendent and a description of and the qualifications for the vacant positions including salary shall be made available upon request from the Central Office. In doing so, the following procedure will be used:

- (a) When school is in session, a notice shall be posted in each school as far in advance as practicable -- ordinarily at least ten (10) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association President at the time of posting.
- (b) Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designee within the time limit specified in the notice.
- (c) Teachers who desire to be notified of promotional positions that are posted during the summer months shall submit their names to the Superintendent with a self-addressed envelope where they can be reached during this period.

5:7.2 Promotional Positions are defined as positions paying a salary differential.

5:7.3 The Board of Education shall develop the criteria to be used for promotion.

5:7.4 Said criteria shall be made available to all interested parties.

5:7.5 Notices required to be posted in this article shall be posted on the bulletin board covered by this Agreement in all schools.

5.8 Responsibility for Monies Collected:

The Board agrees that teachers will be held harmless in the event monies they are required to collect are lost or stolen. There shall also be established a central collection area within each school for collection of said monies.

5:9 Evaluations and Personnel Files:

5:9.1 Evaluations and observations will be made openly.

5:9.2 Evaluations shall be signed by the teachers to signify that they have had an opportunity to read the evaluation. Signatures shall not be construed to signify agreement with the evaluation.

5:9.3 Teachers shall be involved in the development of the evaluation form.

5:9.4 A teacher shall have the right to inspect specific items in his or her personnel file at reasonable times. However, teachers shall not have the right to remove the file or any of its contents from the Administration offices. The inspection will take place in the presence of the Superintendent or his authorized designee.

5:9.5 The Board agrees that no derogatory information will be placed in an individual teacher's personnel file without the teacher having an opportunity to see and reply to said information, with such reply to be placed in the personnel file.

5:9.6 The Board agrees to continue its policy of treating these personnel files confidentially. All teacher files containing teacher evaluations and materials relating to his/her performance shall be maintained under the following circumstances:

- (a) The Board shall provide to each teacher copies of the records and reports described above. The Board reserves the right to charge a reasonable fee for reproduction.
- (b) In the event that the Board removes from the teacher's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed and the reason for removal.
- (c) Upon one (1) work day's notice, each teacher shall have the right to review and reproduce material in his personnel file. Reproduction of such material may be made by hand or copying machine, if available.
- (d) The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
- (e) No materials will be discarded from a teacher's file without prior consultation with the teacher.

5:9.7 All non-tenure employees shall be evaluated at least three (3) times a year. Two of these observations shall be completed by January 15th of each year. A conference shall be held with the employee following each observation and evaluation. If any remedial suggestions are necessary, they shall be discussed with the employee at this conference. The employee shall acknowledge by signature the time and contents of each observation conference.

5:9.8 Notification of Status:

- (a) Date - In accordance with N.J.S.A. 18A:27-10, on or before May 15th of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30th either:
 - (1) a written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
 - (2) a written notice that such employment shall not be offered.
- (b) Reasons - Any non-tenure teacher who receives a notice of non-employment may within fifteen (15) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within thirty (30) days after receipt of such request.
- (c) Hearing - Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, providing a written request for hearing is received in the office of the secretary of the Board within five (5) days after receipt by the teacher of the statement of reasons.
- (d) Notification of intention to return - If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for

herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

(e) The provisions of 5:9.8 are subject to any changes in law of N.J.S.A.

5:10 Assault:

The Board will provide statutory protection for any teacher assaulted while acting within the scope of his employment.

5:11 Teacher Facilities:

5:11.1 (a) A clean, attractive, and comfortably furnished teachers' lounge shall be provided.

(b) Each faculty room will be furnished with usable furniture.

(c) The main faculty room in each school and each house will have a working air conditioner, refrigerator and telephone.

(d) All faculty rooms will be clean, maintained and supplied.

5:11.2 Each classroom shall be properly equipped for instructional purposes.

5:11.3 Teachers shall have access to any available telephone. Any personal toll calls are at the teacher's expense, either reverse charge, or bill home telephone. Social calls are prohibited.

5:12 Faculty Meetings:

The Administration shall reserve the right to hold faculty meetings. Such meetings shall be well planned and of a duration which is time effective, not to exceed one (1) hour. Faculty meetings shall not be held during school hours and shall be held to a minimum. The normal time for such meetings will be after p.m. dismissal but may occur during the lunch

hour in agreement with the staff or before the start of the a.m. session in an emergency or in agreement with the staff. Elementary teachers will be required to attend school faculty meetings only in their own payroll school.

5:13 Pay for Travel:

Reasonable expenses for travel outside the District, at the request of the Superintendent, will be reimbursed by the Board at the current IRS mileage rate.

5:14 Specialists:

It is expected that all Physical Education, Art, Music, Library, Home Economics and Industrial Arts teachers as well as Compensatory Education, Chapter I and Speech Teachers shall commence their normal teaching assignments no later than the end of the first full week of school and continue until the last day of school except when required to practice for elementary school graduation, or unless teachers must test individual students.

5:15 Pupils' Grades:

5:15.1 The teacher shall be considered to be the expert in evaluating the pupil's work, and the integrity of the teacher shall be respected in grading the work of the pupil. All special subject grades shall be handed into the homeroom teacher forty-eight (48) hours after the marking period closes.

5:15.2 No minimum or maximum limitation shall be set on the number who pass or fail.

5:15.3 The results of any standardized test administered to the students of the Bayonne School System shall in no way whatsoever affect or pertain to the performance rating or evaluation of any employee. The above paragraph is enforceable only as permitted by law.

5:16 Employee's Notice by Superintendent:

Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, he shall be given written notice prior to meeting containing written reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

5:17 Class Interruptions:

The Board and the Association agree that in the interests of the continuity of the learning process, classroom interruptions are to be permitted for important announcements only, and shall be held to a minimum.

5:18 Solicitations of Teachers:

There shall be a minimum number of solicitations of employees on school grounds and school time.

5:19 Physical Examinations:

Any employee who is required by the Board to take a physical examination for any reason, shall have the cost of same paid by the Board.

5:20 Disruptive Students:

The Board is committed to full enforcement of 18A:37-2. Copies are available through the B.T.A. office.

5:21 Central Registers:

Central registers shall be maintained in each school.

ARTICLE 6

ABSENCES AND LEAVES

6:1 Definition:

As used in this Article, the terms mentioned below shall have the following meanings:

6:1.1 Sick Leave means the absence from his or her post of duty by an employee because of personal disability due to illness or injury, or because he or she has been excluded from said post by the school district's medical authorities by reason of a contagious disease or of being quarantined for such a disease in his or her immediate household.

6:1.2 A Day's Salary means one two-hundredth of the annual salary in the case of employees whose annual salary is paid on a ten months' basis.

6:1.3 A Year of Active Service means at least five (5) months of actual service in any school year.

6:2 Absence:

6:2.1 Any employee of the Board absent from his or her post of duty, except as hereinafter provided, shall forfeit his or her salary during such absence, and shall be liable to disciplinary action by the Board. A physician's certificate shall be required for absence because of personal illness when such absence exceeds three (3) consecutive school days or work days, as the case may be.

6:2.2 In case of absence due to personal illness, it shall be the duty of the Chief Medical Inspector to visit or cause a member of his staff to visit the employee so that he may be fully informed of the nature and severity of the illness, and to report the result of his investigation to the Superintendent of Schools. In the event that the Chief Medical Inspector

shall report that all or any part of the absence is not due to personal illness or that the illness is not sufficiently severe to justify the absence or continued absence of such employee, the Superintendent of Schools shall report same to the Board for such action as it may deem proper and just in the circumstances.

6:2.3 No deduction of salary of an appointed employee shall be made for absences as follows:

- (a) Death in immediate family - not to exceed seven (7) consecutive calendar days immediately following the death. Immediate family shall be considered employee's spouse, parents, children (including adopted children), brother or sister, stepmother, stepfather or stepchildren.
- (b) Death of an employee's or employee's spouse's grandparent, grandchild or an employee's mother-in-law or father-in-law, not to exceed three (3) consecutive calendar days, one day of which must be the day of the funeral.
- (c) Death of employee's brother-in-law or sister-in-law, two (2) consecutive days, one (1) day which must be the day of the funeral. Death of employee's aunt, uncle, niece or nephew, one (1) day, which must be the day of the funeral.
- (d) Visits to schools by teachers when excused by the Superintendent of Schools for that purpose, provided said visits do not exceed two (2) school days in any school year. Such visits shall not be unreasonably denied.
- (e) Attendance at court under subpoena or other court order, provided said subpoena or other court order is filed with the Superintendent of Schools, and except where the employee is a party to the suit.

- (f) Attendance by teachers at education conferences when excused by the Board or the Superintendent of Schools, or when authorized by law. Said attendance shall not be unreasonably denied.
- (g) One day for marriage of employee or member of immediate family. This day must be the exact day of the wedding or the calendar day immediately preceding or following the day of the wedding. If school is not in session on the date of the wedding or on either the day prior or subsequent to the wedding, there shall be no allowable absence with pay under this paragraph. It is understood that contractual use of personal days or unpaid leave in connection with a wedding is unencumbered by this paragraph.
- (h) A leave for personal business may be granted to school employees for personal business when approved by the Superintendent of Schools. Such leave shall not exceed two (2) days per school year and does not become accumulative.

However, if such personal business days are not utilized during the school year, the days not used shall be transferred and credited to the accumulated sick leave days of the employee, and thenceforth treated as accumulated sick leave days.

The aforesaid personal business days leave shall not be unreasonably denied.

6:3 Sick Leave:

Sick leave shall be allowed to all unit employees who are steadily employed by the Board on a yearly appointment or who are protected in their positions by tenure as follows:

6:3.1 Ten (10) days to be allowed per year for all employees.

6:3.2 Accumulated Days:

- (a) From July 1, 1937 to July 1, 1954, unused days not to exceed five (5) days in each year are credited.
- (b) From July 1, 1954, all unused days not to exceed ten (10) days in each year are accumulative.

Retiring employees having reached the age of 55 years with 20 years of service will be eligible to redeem, upon retirement, accumulated sick days at the following rate:

Effective September 1, 2002 – Six ty-five (\$65.00) dollars per day subject to a maximum payment of nine thousand seven hundred fifty (\$9,750.00) dollars.

Effective September 1, 2004 – Seventy (\$70.00) dollars per day subject to a maximum payment of ten thousand five hundred (\$10,500.00) dollars.

Effective September 1, 2005 – Seventy-five (\$75.00) dollars per day subject to a maximum payment of eleven thousand two-hundred (\$11,200.00) dollars.

6:3.3 Absence on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.

6:3.4 The record kept in the office of the Superintendent of Schools shall determine the number of accumulated days to the credit of the employee. Each employee shall be notified of all accumulated days to the credit of the employee. Each employee shall be notified of all accumulated leave by October 15th of each school year. In the event that a former employee of the Board is re-employed by the Board, he shall not be entitled to any accumulated sick leave days to his credit at the termination of his prior employment, but shall have the same status with reference to sick leave as that possessed by any person employed for the first time.

6:3.5 Sick leave, in excess of accumulated leave, may be granted to tenure employees only, at the discretion of the Board, as follows:

6:3.6 The procedure for granting of the aforementioned sick leave, after all accumulated leave is exhausted, is as follows:

- (a) An application must be made, in writing, and must be accompanied by a medical certificate of the attending physician containing a diagnosis of the illness, a prognosis, including the amount of time needed for recovery, and the exact nature of the illness. This certificate should also set forth the treatment(s) being prescribed for the illness, and must be in sufficient detail to enable the Board to give consideration to the request for such leave.
- (b) The Board may request examination(s) by a physician of its choice and at its expense, to which the applicant for such leave must submit.
- (c) The Board shall judge each case on its individual merits, but shall apply the same criteria to each case.

6:3.7 If the Board should grant sick leave after all accumulated leave is exhausted, the first month shall be at one-half pay of such employee. If further sick leave is requested and approved, the same shall be at the rate of three-quarters pay of such employee for a period not to exceed one year of the employee, and shall be payable in the same manner in which said employee is being paid.

6:3.8 Experience Allowances for Pay Purposes Only:

- (a) Allowance for a full year of experience on salary schedule for any employee, covered by this contract, serving five (5) months or more during school year.

- (b) No adjustment allowance for any year in which any employee, covered by this contract, serves less than five (5) months.

6:4 Maternity Leave:

6:4.1 Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth.

6:4.2 A maternity leave of absence shall be for a period of up to two (2) years, with option of an extension of one (1) year without pay. The expiration of all maternity leaves of absence shall coincide with the beginning of a school year. This shall also apply in the case of adoption. Said leave may commence immediately after the expiration of entitled sick leave attendant upon delivery or the July of the school year immediately subsequent to the school year of delivery.

6:4.3 If any teacher on maternity leave shall again become pregnant before the expiration of her leave of absence, she shall forthwith apply for a new maternity leave of absence and the same rules which applied to the original maternity leave of absence shall govern the new request for maternity leave of absence.

6:4.4 A teacher on maternity leave may return earlier provided she applies sixty (60) days prior to the date on which she wishes to return.

6:4.5 If any teacher who has been granted a maternity leave of absence shall have lost her baby by reason of miscarriage, still-birth or death of the infant before the expiration of her leave of absence, the teacher shall be restored by the Board to a position in the same classification which she held when the maternity leave was granted.

6:4.6 The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

6:4.7 After the birth of the child, a teacher may have her name placed on the substitute list and shall receive the substitute per diem rate for which qualified.

6:5 Sabbatical Leaves:

6:5.1 Except as hereinafter provided, the members of the Bargaining Unit as set forth in this contract shall be entitled to a sabbatical leave for one-half (1/2) school year or one (1) school year at half pay for the purpose of study or travel for each seven (7) years or more of active and satisfactory service, in one or more capacities in said school system.

6:5.2 Except as hereinafter provided, the members of the Bargaining Unit as set forth in this contract shall be entitled to a sabbatical leave for one-half (1/2) school year or one (1) school year at half pay for the purpose of physical rehabilitation after twenty (20) years or more of active and satisfactory service in one or more capacities in said school system.

6:5.3 A period of at least seven (7) years of active and satisfactory service must elapse between any two (2) sabbatical leaves. Three (3) years of active service after the termination of any leave must elapse before a sabbatical leave may commence, regardless of the fact that the number of years of prior active service would otherwise entitle the applicant to such additional leave.

6:5.4 Applications for sabbatical leaves shall be filed with the Superintendent of Schools on or before January 1st for the next ensuing school year, and may be granted by the Board, if the applicant is entitled thereto under the provisions aforementioned, for said school year. However, the Board, upon recommendation of the Superintendent of Schools, may

postpone its operation to the next school year. Sabbatical leaves shall commence with the date of the opening of the schools after the general summer vacation and at no other time, and may not be cancelled.

6:5.5 Applications for sabbatical leaves shall be made on forms to be provided by the Superintendent of Schools and shall include, in the event of a leave for study, a general statement of the courses of study to be pursued, at what college, university or institution, and the number of credit hours, not less than fifteen (15) to be taken; in case of travel, the general statement shall include the places and countries to be visited, and the approximate time intended to be spent in each. Sabbatical leaves shall not be granted for purposes of engaging in gainful occupation or in study for another trade or profession.

6:5.6 As a condition precedent to granting an application for a sabbatical leave, the applicant must agree in a signed statement form to be supplied by the Superintendent of Schools that:

- (a) The applicant will return to duty to the Bayonne Public School system for a period of at least two (2) years after the completion of the sabbatical leave.
- (b) The applicant will file with the Superintendent of Schools, within thirty (30) days after completion of the sabbatical leave, a report in proper detail as to the manner in which the leave was utilized and where the leave had been spent in study. A transcript from the college or university attended showing the courses pursued and the credits received shall accompany the report. In cases where the leave was spent in travel, documentary evidence must accompany the report, showing the places visited and the time spent in each place. Failure to make a

report as aforesaid shall be considered conduct unbecoming a teacher and render the person so failing liable to disciplinary action by the Board.

6:5.7 A person on sabbatical leave shall receive one-half (1/2) of his or her regular salary to be paid at the same intervals as if actively employed. Deductions for contributions to the Teachers' Pension and Annuity Fund shall be made during the continuance of a sabbatical leave on the same basis as though the salary payment were made in full. A person on sabbatical leave who has not reached his or her maximum salary shall be entitled to any increment or adjustment granted by the Board as if actively employed.

6:5.8 No more than two percent (2%) of the total number of employees shall be granted sabbatical leaves in a school year. In the event this two percent (2%) results in a fraction, that figure shall be applied as additional sabbatical leave.

6:5.9 Leaves of absence may be granted by the Board without pay for a period not exceeding one (1) year and no exceptions shall be granted. Said leave can be requested at any time.

6:6 Military Leaves:

6:6.1 Military leave of absence without pay will be granted to a permanent teacher inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.

6:6.2 Upon return to the school system, such teacher will be placed on a step of the salary guide as if he had never left, as provided by law. The teacher returning from military service will be placed in the most appropriate assignment available and will retain the seniority as if he had never left.

6:7 Selective Service Examinations:

Teachers called for selective service examinations shall be excused without loss of pay for such purpose.

6:8 Reserve Duty:

An officer or employee of the State or a county, school district or municipality, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee.

ARTICLE 7

HEALTH CARE

7:1 Medical Coverage:

The Board agrees to continue its policy of paying for the cost of employee coverage for Blue Cross, (for Hospital Costs), and Prudential "Major Medical Wrap-Around Plan." In addition, the Board agrees to pay one hundred percent (100%) for family coverage for all employees whose employment commenced before the 1995-96 school year.

All employees whose employment commences with the 1995-96 school year shall receive employee-only health benefits coverage (prescription, medical and dental) for the first three (3) years of employment with the Board, with an option to purchase family coverage at the COBRA rate established by the Board each year. These employees shall receive the same

health benefits as other bargaining unit members commencing with the fourth year of employment.

The present medical coverage deductibles shall be increased to \$125 per year employee deductible and \$250 per year family deductible, effective September 1, 1995, for all employees.

7:1.1 In addition the Board agrees to pay 100 percent cost for a prescription plan, family coverage, which shall provide for a six (\$6.00) dollar co-pay non-generic prescriptions; two (\$2.00) dollar co-pay generic prescriptions; and a \$0 co-pay on mail order prescriptions of 90-day duration or longer.

Effective July 1, 2003, the co-pay shall be changed to a ten (\$10.00) dollar co-pay non-generic prescriptions; six (\$6.00) dollar co-pay generic prescriptions; and a two (\$2.00) dollar co-pay on mail order prescriptions of 90-day duration or longer.

7:1.2 Dental Plan - The Board will continue to pay 100% single and family coverage on Prudential Plan #3.

7:2 Teacher's Absence:

In the case of absence, the employee involved shall notify a central answering service prior to 7:00 a.m. Between 7:00 a.m. and 7:45 a.m. the employee is to call his/her Principal or his/her school.

7.3 Any employee working less than three fifths ($3/5$ ths) of a schedule shall not receive the benefits of the Article.

7.4 Any changes in coverage must be sent to the BTA prior to the implementation of the change.

ARTICLE 8

TEACHERS' SALARY GUIDE

2002-03

<u>Steps</u>	<u>BA</u>	<u>1,000</u> <u>BA + 30</u>	<u>2,000</u> <u>MA + 30</u>	<u>3,000</u> <u>Ph.D.</u>
1	\$34,200	35,200	36,200	37,200
2	34,400	35,400	36,400	37,400
3	34,600	35,600	36,600	37,600
4	34,800	35,800	36,800	37,800
5	35,000	36,000	37,000	38,000
6	35,200	36,200	37,200	38,200
7	35,400	36,400	37,400	38,400
8	35,600	36,600	37,600	38,600
9	35,800	36,800	37,800	38,800
10	36,150	37,150	38,150	39,150
11	39,400	40,400	41,400	42,400
12	43,000	44,000	45,000	46,000
13	52,000	53,000	54,000	55,000
14	62,000	63,000	64,000	65,000
15	69,200	70,200	71,200	72,200

LONGEVITY

16 years	- \$3,000
18 years	- 5,000
22 years	- 6,500
26 years	- 7,500
30 years	- 8,600

2003-04

<u>Steps</u>	<u>BA</u>	<u>1,500</u> <u>BA + 30</u>	<u>2,500</u> <u>MA + 30</u>	<u>3,500</u> <u>Ph.D.</u>
1	\$36,300	37,800	38,800	39,800
2	36,500	38,000	39,000	40,000
3	36,700	38,200	39,200	40,200
4	36,900	38,400	39,400	40,400
5	37,100	38,600	39,600	40,600
6	37,300	38,800	39,800	40,800
7	37,500	39,000	40,000	41,000
8	37,700	39,200	40,200	41,200
9	37,900	39,400	40,400	41,400
10	38,100	39,600	40,600	41,600
11	39,400	40,900	41,900	42,900
12	43,400	44,900	45,900	46,900
13	52,000	53,500	54,500	55,500
14	62,000	63,500	64,500	65,500
15	71,500	73,000	74,000	75,000

LONGEVITY

16 years	-	\$3,000
18 years	-	5,000
22 years	-	6,500
26 years	-	7,500
30 years	-	8,600

2004-05

<u>Steps</u>	<u>BA</u>	<u>1,500</u> <u>BA + 30</u>	<u>2,500</u> <u>MA + 30</u>	<u>3,500</u> <u>Ph.D.</u>
1	\$39,400	40,900	41,900	42,900
2	39,600	41,100	42,100	43,100
3	39,800	41,300	42,300	43,300
4	40,000	41,500	42,500	43,500
5	40,200	41,700	42,700	43,700
6	40,400	41,900	42,900	43,900
7	40,600	42,100	43,100	44,100
8	40,800	42,300	43,300	44,300
9	41,000	42,500	43,500	44,500
10	41,200	42,700	43,700	44,700
11	41,400	42,900	43,900	44,900
12	43,400	44,900	45,900	46,900
13	52,000	53,500	54,500	55,500
14	62,000	63,500	64,500	65,500
15	74,000	75,500	76,500	77,500

LONGEVITY

16 years	-	\$3,500
18 years	-	5,800
22 years	-	7,300
26 years	-	8,300
30 years	-	9,400

2005-06

<u>Steps</u>	<u>BA</u>	<u>2,000 BA + 30</u>	<u>3,000 MA + 30</u>	<u>4,000 Ph.D.</u>
1	\$42,160	44,160	45,160	46,160
2	42,360	44,360	45,360	46,360
3	42,560	44,560	45,560	46,560
4	42,760	44,760	45,760	46,760
5	42,960	44,960	45,980	46,960
6	43,160	45,160	46,160	47,160
7	43,360	45,360	46,360	47,360
8	43,560	45,560	46,560	47,560
9	43,760	45,760	46,760	47,760
10	43,960	45,960	46,960	47,960
11	44,160	46,160	47,160	48,160
12	46,160	48,160	49,160	50,160
13	54,135	56,135	57,135	58,135
14	64,135	66,135	67,135	68,135
15	76,960	78,960	79,960	80,960

LONGEVITY

16 years	-	\$3,500
18 years	-	5,800
22 years	-	7,300
26 years	-	8,300
30 years	-	9,400

PSYCHOLOGISTS' SALARY GUIDE

2002-03

<u>Step</u>	<u>BA</u>	1,000 <u>BA + 30</u>	<u>MA + 30</u>	<u>Ph.D.</u>
1	\$47,800	48,800	49,800	50,800
2	49,800	50,800	51,800	52,800
3	52,800	53,800	54,800	55,800
4	55,800	56,800	57,800	58,800
5	58,800	59,800	60,800	61,800
6	61,800	62,800	63,800	64,800
7	64,800	65,800	66,800	67,800
8	70,000	71,000	72,000	73,000

2003-2004

<u>Step</u>	<u>BA</u>	1,500 <u>BA + 30</u>	2,500 <u>MA + 30</u>	3,500 <u>Ph.D.</u>
1	\$48,800	50,300	51,300	52,300
2	50,800	52,300	53,300	54,300
3	52,800	54,300	55,300	56,300
4	55,800	57,300	58,300	59,300
5	58,800	60,300	61,300	62,300
6	61,800	63,300	64,300	65,300
7	64,800	66,300	67,300	68,300
8	72,300	73,800	74,800	75,800

2004-2005

<u>Step</u>	<u>BA</u>	<u>1,500</u> <u>BA + 30</u>	<u>2,500</u> <u>MA + 30</u>	<u>3,500</u> <u>Ph.D.</u>
1	\$49,800	51,300	52,300	53,300
2	51,800	53,300	54,300	55,300
3	53,800	55,300	56,300	57,300
4	55,800	57,300	58,300	59,300
5	58,800	60,300	61,300	62,300
6	61,800	63,300	64,300	65,300
7	64,800	66,300	67,300	68,300
8	74,800	76,300	77,300	78,300

2005-2006

<u>Step</u>	<u>BA</u>	<u>2,000</u> <u>BA + 30</u>	<u>3,000</u> <u>MA + 30</u>	<u>4,000</u> <u>Ph.D.</u>
1	\$50,800	52,800	53,800	54,800
2	52,800	54,800	55,800	56,800
3	54,800	56,800	57,800	58,800
4	56,800	58,800	59,800	60,800
5	58,800	60,800	61,800	62,800
6	61,800	63,800	64,800	65,800
7	64,800	66,800	67,800	68,800
8	77,760	79,760	80,760	81,760

8:1.1 Vocational Teachers: Vocational Shop teachers shall be placed on the Bachelor's Degree Schedule. Those having more than the required six (6) years experience in the required trade will be allowed to advance one (1) step level for each two years of trade experience beyond six (6) to a maximum of three (3) step levels. Acquisition of thirty (30) credits which would be recognized by the State Education Department, beyond the permanent vocational certificate, will enable the teacher to be placed upon the Master's or Equivalent Schedule, upon proof of such credits being supplied to the Superintendent of Schools.

8:1.2 Guidance Counselors shall be paid at the rate of 1/200th of their annual salary for performing guidance counselor work beyond 180 school days.

8:1.3 Special Education: All employees covered by this agreement who are assigned as of September 1, 1987 to positions in the Special Education Department shall be granted compensation, in addition to their regular annual salary, in the amount of three hundred (\$300) dollars per year, which additional compensation shall be paid so long as they continue in their Special Education assignments.

8:1.4 Super-maximum: All unit members who received the five hundred (\$500.00) dollar super-max payment for the 1990-91 school year will continue to do so in the future. Any unit member hired on or before December 12, 1991 will be eligible to receive this five hundred (\$500.00) dollar payment. Any unit member hired after December 12, 1991 will not be eligible to receive this five hundred (\$500.00) dollar payment.

8:1.5 Extra-Curricular - Co-Curricular:

- (a) All extra- and co-curricular positions shall be listed in Schedule A as attached to this Agreement.
- (b) The compensation for all newly created extra- and co-curricular positions not currently set forth in Schedule A shall be subject to negotiations between the Board and the Association.
- (c) All persons appointed to positions listed in the extra-curricular coaching guide will receive one hundred (\$100) dollars for each four (4) years of service in a particular sport. The experience award does not transfer from one coaching position to a position in a different sport.

- (d) When possible, coaches will be given their preparation period the last period of the day during the season.
- (e) In agreement with the Athletic Committee and Athletic Director, a clinic policy will be established for coaches with reference to days off and expenses.
- (f) Procedures for filing extra-/co-curricular positions:
 - (1) All extra- and co-curricular position openings shall be posted in accordance with procedures set forth for promotional vacancies in Article 5:7.1.
 - (2) In addition, the Superintendent shall, prior to the closing of school in June, post a list of extra- and co-curricular positions to be filled during the summer at the Administrative Office, in each school, and a copy of said notice shall be given to the Association.

8:1.6 Summer School: Applications for Summer School positions will be accepted from all certificated personnel between March 1 and May 1.

- (a) Applications for Summer School employment should be made in writing to the building Principal who will forward same without delay, and with his recommendations to the Superintendent of Schools.
- (b) Factors which may be considered in reviewing Summer School employment requests are:
 - (1) Certification;
 - (2) Background, training, knowledge, experience;

- (3) Length of full-time teaching service in the subject, department, grade; and/or in the Bayonne City School District;
- (4) Date of application request.
- (c) The Board will consider and take action on Summer School employment applications following the administrative review. All vacancies shall be posted for a minimum of fifteen (15) school days prior to filling vacancies. Postings shall contain a closing date for application submission.

8:1.7 After School:

Home Instruction teachers will be paid at the rate of twenty-two (\$22.00) dollars per hour. Effective September 1, 2003, this rate shall be increased to twenty-three (\$23.00) dollars per hour.

8:1.8 Pay Periods:

Checks shall be delivered to the teacher in the school where he/she is assigned on pay day.

8:1.9 Optional Payroll Deduction Plan - Each employee may individually elect to have a fixed sum of money, determined by the employee, deducted from their salary. Employees desiring these deductions must inform the Board of the amount to be deducted by July 1 each year. These funds shall be placed in the employee's individual interest bearing savings account at Pamrapo Savings and Loan Association each month to be drawn upon at the employee's discretion.

8:1.10 Summer Payment Plan. Commencing September 1, 1999, all teachers may individually elect to divide their 10-month salary to be paid through the summer months. The

calculation of the division will be based on the employee's monthly calculated salary less all monthly deductions (i.e. pension, taxes, etc.) as of September of the school year for which the deduction will take place. Two-twelfth's (2/12) of the net monthly amount will be deposited in a savings organization. The savings organization will issue four (4) checks to the employee during the summer with one check issued on the 15th and 30th of July and August.

8:1.11 Effective September 1, 1987, all teachers entering the Bayonne system shall be placed on any whole step of the salary guide and proceed through the guide on a whole-step basis.

8:1.12 Tuition Reimbursement Program:

Teachers shall be eligible for reimbursement for tuition costs for graduate courses successfully completed at an approved graduate school, in a related teaching curriculum area. Such courses must have the prior approval of the Superintendent, and the teacher must submit evidence of tuition payment and official transcript upon completion before reimbursement is made. Reimbursement for those who qualify shall be at the rate of three hundred (\$300.00) dollars per three (3) credits, not to exceed six hundred (\$600.00) dollars, six (6) credits, in any contract year. The total expenditure by the Board on this program shall not exceed twenty-five thousand (\$25,000.00) dollars in any one contract year. In the event that the requests for reimbursement exceed \$25,000 in any one contract year, reimbursement shall be made on a first-requested, first-paid basis. Effective September 1, 2003, reimbursement for those who qualify shall be at the rate of three hundred fifty (\$350.00) dollars per three (3) credits, not to exceed seven hundred (\$700.00) dollars, six (6) credits, in any contract year

The total expenditure by the Board on this program shall not exceed thirty-five thousand (\$35,000.00) dollars in any one contract year. In the event that the requests for reimbursement exceed \$35,000 in any one contract year, reimbursement shall be made on a first-requested, first-paid basis. Effective September 1, 2004, reimbursement for those who qualify shall be at the rate of four hundred (\$400.00) dollars per three (3) credits, not to exceed eight hundred (\$800.00) dollars, six (6) credits, in any contract year. The total expenditure by the Board on this program shall not exceed thirty-five (\$35,000.00) dollars in any one contract year.

ARTICLE 9

SAVINGS CLAUSE

In the event that any provision of this Agreement is, or shall at any time be determined contrary to law by a Court of competent jurisdiction, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 10

Matters Not Covered:

With regard to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes in the Rules and Regulations of the Board, without appropriate prior consultation and negotiation with the Association, and any agreement shall be reduced to writing.

Management's Rights:

All rights not expressly granted to the Association in this Agreement are hereby reserved by the Board. It is further agreed that neither party shall discriminate against, nor

engage in, any reprisals or repercussions of any nature against any employee of the Board of Education, officers, or members of the Association, any individual or organization engaged in activities or in support of activities related to contractual negotiations.

ARTICLE 11

DURATION

This Agreement and each of its provisions shall be binding upon the parties and effective as of September 1, 2002 and shall continue in full force and effect until August 31, 2006. Negotiations on a successor contract shall commence according to Chapter 123, Laws of 1974.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their accredited representative, the date and year first above written.

BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY

ATTEST:

By: _____
Board President

Board Secretary

BAYONNE TEACHERS' ASSOCIATION NEW JERSEY EDUCATION ASSOCIATION NATIONAL EDUCATION ASSOCIATION

ATTEST:

By: _____
President

SCHEDULE A

Extra Curricular and Co-Curricular Guide

	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006
FOOTBALL					
Head Coach	6,743	7,013	7,258	7,512	7,813
Asst. Coach	3,728	3,877	4,013	4,153	4,319
BOYS BASKETBALL COACHES					
Head Coach	5,860	6,094	6,308	6,528	6,790
Asst. Coach	3,728	3,877	4,013	4,153	4,319
GIRLS BASKETBALL COACHES					
Head Coach	5,860	6,094	6,308	6,528	6,790
Asst. Coach	3,728	3,877	4,013	4,153	4,319
BASEBALL COACHES					
Head Coach	5,326	5,539	5,733	5,934	6,171
Asst. Coach	2,840	2,954	3,057	3,164	3,291
TRACK COACHES					
Head Coach	10,000	10,400	10,764	11,141	11,586
Asst. Coach	6,000	6,240	6,458	6,684	6,952
BOYS TENNIS COACHES					
Head Coach	3,728	3,877	4,013	4,153	4,319
Asst. Coach	2,380	2,475	2,562	2,651	2,758
GIRLS TENNIS COAHCES					
Head Coach	3,728	3,877	4,013	4,153	4,319
Asst. Coach	2,380	2,475	2,562	2,651	2,758
SWIMMING COACH					
Head Coach	3,728	3,877	4,013	4,153	4,319
Asst. Coach	2,380	2,475	2,562	2,651	2,758
BOYS SOCCER COACHES					
Head Coach	3,728	3,877	4,012	4,153	4,319
Asst. Coach	2,380	2,475	2,562	2,651	2,758

	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006
WRESTLING COACHES					
Head Coach	3,728	3,877	4,013	4,153	4,319
Asst Coach	2,380	2,475	2,562	2,651	2,758
GIRLS SOCCER COACHES					
Head Coach	3,728	3,877	4,013	4,153	4,319
Asst. Coach	2,380	2,475	2,562	2,651	2,758
GOLF COACH					
Head Coach	3,728	3,877	4,013	4,153	4,319
FENCING COACH					
Head Coach	3,728	3,877	4,013	4,153	4,319
BOWLING COACH					
Head Coach	3,002	3,122	3,231	3,344	3,478
GIRLS SOFTBALL COACHES					
Head Coach	5,326	5,539	5,733	5,934	6,171
Asst. Coach	2,840	2,954	3,057	3,164	3,291
ICE HOCKEY					
Head Coach	5,787	6,018	6,229	6,447	6,705
	2,840	2,954	3,057	3,164	3,291
VOLLEYBALL COACHES (Girls' or Boys')					
Head Coach	3,728	3,877	4,013	4,153	4,319
Asst. Coach	2,380	2,475	2,562	2,651	2,758
ATHLETIC TRAINER					
Head Trainer	12,864	13,379	13,847	14,331	14,905
CHEERLEADING COACHES					
Head Coach	3,728	3,877	4,013	4,153	4,319
Asst. Coach	2,380	2,475	2,562	2,651	2,758

	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006
Equipment Manager	1,549	1,611	1,667	1,726	1,795
Instrumental Music Coordinator	7,706	8,014	8,295	8,585	8,928
Asst. Coordinator Instr. Music	4,760	4,950	5,124	5,303	5,515
Vocal Music Coordinator	4,760	4,950	5,124	5,303	5,515
Special Review Assessment Coordinator	1,747	1,817	1,880	1,946	2,024
Student Activities Coordinator	2,941	3,059	3,166	3,276	3,408
Student Production Director	7,554	7,856	8,131	8,416	8,752
Student Prod. Asst. Dir.-Drama	2,652	2,758	2,855	2,955	3,073
Student Prod. Asst. Dir.-Vocal	2,652	2,758	2,855	2,955	3,073
Conductor for Student Production	1,061	1,103	1,142	1,182	1,229
Choreographer for Student Production	1,061	1,103	1,142	1,182	1,229
Set Designer for Student Production	1,061	1,103	1,142	1,182	1,229
Yearbook Advisor	2,827	2,940	3,043	3,149	3,275
Yearbook Business Manager	1,730	1,799	1,862	1,927	2,004
Beacon Advisor	2,827	2,940	3,043	3,149	3,275
Beacon Business Manager	1,730	1,799	1,862	1,927	2,004

	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006
DECA Advisor	1,123	1,168	1,209	1,251	1,301
FBLA Advisor	2,242	2,332	2,413	2,498	2,598
<u>CLASS ADVISORS BHS</u>					
Senior	1,120	1,165	1,206	1,248	1,298
Junior	1,120	1,165	1,206	1,248	1,298
Sophomore	1,120	1,165	1,206	1,248	1,298
Freshman	562	584	605	626	651
Academic Challenge	562	584	605	626	651
Chess Team	562	584	605	626	651
Television Production Club	562	584	605	626	651
Forensic Team	562	584	605	626	651
Mock Trial Team	562	584	605	626	651
Peer Leadership	562	584	605	626	651
Literary Magazine	562	584	605	626	651
Project Graduation Coordinator		584	605	626	651
Stepper Club Advisor		584	605	626	651
Art Club		584	605	626	651
Choir Club		584	605	626	651
District Academic Challenge Coordinator		584	605	626	651
District Forensics Coordinator		584	605	626	651
District Spelling Bee Coordinator		584	605	626	651

	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006
District Geography Bee Coordinator		584	605	626	651
District Chess Coordinator		584	605	626	651
District Elementary Cheerleader Coordinator		584	605	626	651
Spelling Bee	562	584	605	626	651
Karate Team	562	584	605	626	651
Erase Club	562	584	605	626	651
Math Team	562	584	605	626	651
Computer Club	562	584	605	626	651
Student Council	562	584	605	626	651
Elementary Cheerleading	1,568	1,631	1,688	1,747	1,817
Elem. Basketball – A Team	1,568	1,631	1,688	1,747	1,817
Elem. Basketball – B Team	562	584	605	626	651
Project Graduation Chaperone	284	295	306	316	329

1. Article 8:1.5 addendum - the following extra curricular positions shall be added:

- a. S.R.A. - this position shall be scheduled for zero period. The teachers assigned to this position shall continue to be assigned a full five-teaching period day, but shall also receive a stipend as set forth in this addendum.
- b. Testing - this position shall be paid hourly, on an as-needed basis. The position shall be posted when needed.

1. Band Director - Title shall be changed to Student Instrumental Music Coordinator.
Assistant Band Director - Title shall be changed to Assistant Student Instrumental Music Coordinator.

The responsibilities for the Student Instrumental Coordinator and Assistant Student Instrumental Coordinator shall include, but not be limited to, Orchestra Ensemble, Stage Band, Jazz Band, Marching Band, Brass Ensemble, Concert Band and Competition.

2. Student Vocal Music Coordinator - Responsibilities include, but not limited to, Accidental Club, Glee Club, New Image, Bee Sharps, Vocal Ensemble, and Competitions.
3. Student Activities Advisor - Responsibility shall also include Student Council and National Honor Society.
4. Service of Social Oriented Clubs

Social oriented clubs shall not qualify for compensation. The following clubs currently exist. Staff members may request to establish additional clubs in the future.

Amnesty International Club
Ethony Culture Club
French Club
Irish Club
Italian Club
Key Club
Latin Club
German Club
Rod & Reel Club
Spanish Club
Travel Club
Video Club
Volley Ball Club
Photography Club

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